

City of Leominster
Release of Claims, Indemnity and Hold Harmless Agreement

Acceptance of the terms and conditions of this release and agreement is a condition of participating in any volunteer trail clearing or maintenance of trails on City of Leominster property.

I, _____, in consideration of my participation in any voluntary recreational trail clearing or trail maintenance work on City of Leominster property, in conjunction with the Leominster Trail Stewards or otherwise, and for other good and valuable consideration hereby acknowledged, do hereby agree in behalf of myself, my heirs, and personal representatives, to forever RELEASE the City of Leominster, Massachusetts and its employees, agents, Recreation Commission, staff, representatives, officers, volunteers, successors, assigns, or contractors (the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries or property damage which I may have as the result of my participation and use of such trail clearing or maintenance of trails owned by the City of Leominster and all activities related thereto, except for any loss, damage or injury resulting from the gross negligence or willful misconduct of the Releasees.

I further assume all risks associated with use of said trails and acknowledge that such participation is voluntary and self-directed and not directly supervised by an agent or employee of the City of Leominster and may expose me or my property to the risks resulting from such participation and use. I therefore also promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries to myself, or property damage resulting from my participation and use of said trails in parks or areas operated by the City of Leominster or the administration of first aid.

I hereby further covenant for myself, my successors, assigns, heirs and personal representatives not to sue the said Releasees on account of any such claim, demand or liability.

By signing this Release of Claims, Indemnity and Hold Harmless Agreement, I hereby acknowledge that the information I have provided is accurate and truthful to the best of my knowledge. I have carefully read this release of liability, and understand and voluntarily agree with and accept its terms and conditions.

NOTE THAT ANY PARTICIPANT UNDER THE AGE OF 18 MUST ALSO SUBMIT A PARENTAL CONSENT, RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT.

Witness my hand and seal this _____ day of _____, 20__.

Name (Printed)

Signature

Witness

THIS FORM MAY NOT BE ALTERED